

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM313202

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding LLC, as Administrative Agent		08/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NeuroTherm, Inc.		
<b>Street Address:</b>	30 Upton Drive, Suite 2		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01887		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3276322	ACUTHERM	
<b>Registration Number:</b>	2411541	ELECTROTHERMAL	
<b>Registration Number:</b>	2575296	NEUROTHERM	
<b>Registration Number:</b>	3603059	PDIATHERM	
<b>Registration Number:</b>	2398791	SPINECATH	
<b>Registration Number:</b>	3608100	STIMJECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	214338-41		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	08/06/2014		

CH \$165.00 3276322

**Total Attachments: 8**

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## **TRADEMARK RELEASE AND REASSIGNMENT**

This Trademark Release and Reassignment is made as of August 6, 2014, by Madison Capital Funding LLC, as administrative agent ("Grantee").

### **W I T N E S S E T H:**

WHEREAS, Grantee and NeuroTherm, Inc., a Delaware corporation ("Grantor"), are parties to that certain Trademark Security Agreement dated as of February 2, 2011 (the "Agreement"; capitalized terms which are not defined herein have the meaning given to such terms in the Agreement), pursuant to which Grantor granted a security interest to Grantee in the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor and its affiliates to Grantee;

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 3, 2011 at Reel 004466 Frame 0621;

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral and reassign the same to Grantor; and

WHEREAS, Grantee has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases its security interest in and lien on all of Grantor's right, title and interest in the following (collectively, the "Trademark Collateral");

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest (if any) in and to the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC, as  
Agent

By:   
Name: J PAUL HICKS  
Title: CHIEF CREDIT OFFICER

Trademark Release and Reassignment

TRADEMARK  
REEL: 005338 FRAME: 0524

**SCHEDULE A**

**Trademark Registrations and Applications**

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	ACUTHERM	Australia	1017430	1017430	<u>25-Aug-04</u> (Seller listed Reg. Date as 8/25/2005)
NeuroTherm, Inc.	ACUTHERM	Canada	122808100	TMA 646,081	18-Aug-05
NeuroTherm, Inc.	ACUTHERM (note- deleted duplicate)	European Union	3995404	3995404	7-Dec-05

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	ACUTHERM	Japan	2004-078439	485294	1-Apr-05
NeuroTherm, Inc.	ACUTHERM	United States of America	78472707	3276322	7-Aug-07
NeuroTherm, Inc.	ELECTROTHERMAL	United States of America	75741835	2411541	5-Dec-00
NeuroTherm, Inc.	ELECTROTHERMAL 80S	European Union	008853822	<u>not yet issued</u>	27-Jul-10
NeuroTherm, Inc.	ELECTROTHERMAL 80S	South Korea	<u>40-2010-0006355</u>	pending	
NeuroTherm, Inc.	ELECTROTHERMAL 80S	South Africa	2010/02165	pending	
NeuroTherm, Inc.	ELECTROTHERMAL 80S	China (Peoples Republic)	<u>Database lists App. No. as 8047832, but Seller listed it as TM-2218-CN-NF</u>	pending	

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	IDET	Canada	102892100	TMA58937 6	10-Sep-03
NeuroTherm, Inc.	IDET	China (Peoples Republic)	1535432	1535432	7-Mar-01
NeuroTherm, Inc.	IDET	Japan	<u>Database</u> <u>lists App. No.</u> <u>as</u> <u>1999082668,</u> <u>but Seller</u> <u>listed it as</u> <u>H11-082668</u>	4417533	14-Sep-00
NeuroTherm, Inc.	IDET	European Union	1308386	1308386	12-Dec-01
NeuroTherm, Inc.	IDET	South Korea	40-2001- 0000524	400530992 0000	26-Sep-02
NeuroTherm, Inc.	IDET	Taiwan	TM-0793- 11311-TW- NF	943236	1-Jun-01
NeuroTherm, Inc.	NEUROTHERM	International Registration (designated in Italy, Japan, Germany, France, Austria, and Benelux and refused in Spain - see below)	742565	742565	30-Aug-00

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.		Italy	742565	742565	30-Aug-00
NeuroTherm, Inc.		Japan	742565	742565	30-Aug-00
NeuroTherm, Inc.		Germany	742565	742565	30-Aug-00
NeuroTherm, Inc.		France	742565	742565	30-Aug-00
NeuroTherm, Inc.		Austria	742565	742565	30-Aug-00
NeuroTherm, Inc.		Benelux	742565	742565	30-Aug-00
NeuroTherm, Inc.	NEUROTHERM	United States of America	76063816	2575296	4-Jun-02
NeuroTherm, Inc.	NEUROTHERM	United Kingdom	2170180	2170180	4-Dec-98
NeuroTherm, Inc.	PODIATHERM & Design	United States of America	77097480	3603059	7-Apr-09



Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	RDG MEDICAL RDG rdgmedical	United Kingdom	2197013	2197013	29-Oct-99
NeuroTherm, Inc.	SPINECATH	Canada	100953300	TMA56055 6	23-Apr-02
NeuroTherm, Inc.	SPINECATH	China (Peoples Republic)	1442265	1442265	7-Sep-00
NeuroTherm, Inc.	SPINECATH	European Union	1114693	1114693	25-Jul-00
NeuroTherm, Inc.	SPINECATH	South Korea	40-2001- 0000525	400530993 0000	<u>Database shows Reg. Date is 26-Sep-02 but Seller listed Reg. Date as 7/26/2002</u>
NeuroTherm, Inc.	SPINECATH	United States of America	75558713	2398791	24-Oct-00
NeuroTherm, Inc.	SPINECATH	Taiwan	TM1635- 11299-TW- NF	871685	15-Oct-99
NeuroTherm, Inc.	StimJect	European Union	5838297	5838297	25-Feb-08

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	STIMJECT	United States of America	77177283	3608100	21-Apr-09
NeuroTherm, Inc.	SPINECATH	Japan	1999024625	4383724	19-May-00

\* Company is working on recording corrective assignments to NeuroTherm, Inc. with the respective foreign jurisdictions.